

RECEIPT COPY
FILED⁴

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

JAN 31 2006

In the Matter of the Petition for Arbitration)
of Unresolved Issues in a Section 251(b)(5))
Agreement with Cingular Wireless)

Case No. Missouri Public Service Commission

**VERIFIED PETITION
FOR ARBITRATION OF A TRAFFIC TERMINATION AGREEMENT
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW BPS Telephone Company, Cass County Telephone Company, Citizens Telephone Company of Higginsville, Missouri, Craw-Kan Telephone Cooperative, Inc., Ellington Telephone Company, Farber Telephone Company, Goodman Telephone Company, Granby Telephone Company, Grand River Mutual Telephone Corporation, Green Hills Telephone Corporation, Green Hills Telecommunications Services, Holway Telephone Company, Iamo Telephone Company, Kingdom Telephone Company, KLM Telephone Company, Lathrop Telephone Company, Le-Ru Telephone Company, Mark Twain Rural Telephone Company, Mark Twain Communications Company, McDonald County Telephone Company, Miller Telephone Company, New Florence Telephone Company, Oregon Farmers Mutual Telephone Company, Ozark Telephone Company, Peace Valley Telephone Company, Inc., Rock Port Telephone Company, Seneca Telephone Company, and Steelville Telephone Exchange, Inc. (the "Petitioners"), pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. §§251 and 252, Federal Communications Commission ("FCC") Rule 47 C.F.R §20.11, and Missouri Public Service Commission ("Commission")

Exhibit No. 4
Case No(s) 10-2006-0147 / 10-2006-0
Date 1-25-06 Rptr X

Rule 4 CSR 240-36.040, and for their Petition for Arbitration of unresolved issues remaining in the negotiation between Petitioners and Respondents, AT&T Wireless, Cingular Southwestern Bell Wireless, LLC (collectively "Cingular") for a Traffic Termination Agreement ("the Agreement") state to the Commission as follows:

I. INTRODUCTION

1. Petitioners are small rural local exchange carriers (LECs) operating in the State of Missouri. Petitioners have previously filed Certificates from the Missouri Secretary of State showing that they are in good standing or authorized to do business in the State of Missouri which Petitioners request be incorporated by reference in this case. See Attachment A. Petitioners' legal names, mailing addresses, and contact persons are listed in Attachment B. Petitioners are telecommunications carriers as defined by the Act, providing "basic local telecommunications services" and "exchange access services", as those terms are defined in Section 386.020, RSMo 2000. Petitioners provide telecommunications service in rural areas of Missouri. As part of this service, Petitioners provide the facilities and services necessary to complete wireless-originated calls to customers in Missouri's rural exchanges. The wireless-originated traffic is terminated to Petitioners over common trunk groups owned by Southwestern Bell Telephone Company d/b/a SBC, Sprint, Missouri, Inc., and/or CenturyTel.

2. All communications and submissions in this proceeding should be served upon the following designated contacts for the Petitioners:

W.R. England, III
Brian T. McCartney
Brydon, Swearengen & England, P.C.
312 East Capitol Avenue, P.O. Box 456
Jefferson City, MO 65102-0456
trip@brydonlaw.com
bmccartney@brydonlaw.com
(573) 635-7166
(573) 634-7431 (Fax)

3. Respondents are commercial mobile radio service ("CMRS" or "wireless") telecommunications providers operating in the State of Missouri and delivering wireless-originated calls for termination to Petitioners' Missouri exchanges.

4. On the same date that this Petition is filed it is being served upon the following contacts for Respondent:¹

Eric Pue
Senior Contract Manager/Interconnection
Cingular Wireless
7277 164th Avenue NE
Redmond, WA 98052
eric.pue@cingular.com

Michael Van Eckhardt
AT&T/Cingular Wireless
Michael.Vaneckhardt@awmail.cingular.com

5. On April 28, 2005, Petitioners sent a request for negotiation to Respondents by overnight courier for delivery on April 29, 2005. (See Attachment C, which is attached to and incorporated within this document.)

6. Negotiations have failed to produce a voluntary agreement as to all terms of a Traffic Termination Agreement.

7. Petitioners are filing this petition with the Commission more than 135 days and less than 160 days after Petitioners sent the request for negotiation and had it delivered to Respondents. The attached copy of the request for negotiation demonstrates that this Petition complies with the time requirements of 47 U.S.C. §252(b)(1) and 4 CSR 240-36.040(2). See Attachment C.

8. A proposed Agreement is also attached to this Petition. See Attachment D. This is the form of the Agreement which was sent to Respondent as part of Petitioners' request to begin negotiations. See Attachment C. This proposed Agreement includes the fundamental organizational clauses and subjects contained in numerous other negotiated agreements that this Commission has approved between similarly situated small rural telephone companies and other similarly situated CMRS Providers, such as Alltel, Cingular, Sprint PCS, T-Mobile, Verizon Wireless, and U.S. Cellular. In addition, this proposed agreement is highlighted to show the areas of disagreement that still remain between the Parties. The proposed Agreement complies fully with both Missouri law and Section 252(e) of the Act because the proposed Agreement is consistent with the public interest, convenience and necessity, and it does not discriminate against any telecommunications carrier.

II. COMMISSION ARBITRATION AUTHORITY AND PROCEDURE

9. Under the Act, the Commission has the authority to arbitrate the issues remaining in a negotiation as requested by Petitioners. Specifically, Section 252(b) of the Act provides:

¹ Cingular has recently acquired AT&T Wireless and, as a result, has taken responsibility for negotiations for both itself and AT&T Wireless.

AGREEMENTS ARRIVED AT THROUGH COMPULSORY ARBITRATION.

(1) **ARBITRATION.** During the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State Commission to arbitrate any open issues.

47 U.S.C. §252.

10. 4 CSR 240-36.040, Rules and Regulations of the Public Service Commission provides the procedure for requesting and conducting arbitrations.

III. UNRESOLVED ISSUES

11. Petitioners request arbitration of the remaining unresolved issues in order to obtain an approved agreement and resolution of all issues which have surrounded the uncompensated termination of wireless originated traffic and which will obviate future disputes for the term of the approved agreement.

12. The following is a statement of each unresolved issue with a listing of both parties' positions on each unresolved issue as understood by Petitioners to the best of their knowledge and belief. This listing utilizes numbers corresponding to the sections of the proposed Agreement. Documentation supporting Petitioners' position is attached.

A. PRE-WIRELESS TARIFF TRAFFIC (*Section 5.4*)

The wireless traffic records provided by SBC establish that Respondents sent a total of 20,371,389 minutes of wireless-originated calls to Petitioners' small rural exchanges between February of 1998 and the 2001 effective date of the wireless termination service tariffs approved by this Commission. Company-

specific minutes of use are detailed in Attachment E (Proprietary). Respondents delivered this traffic in the absence of an agreement and therefore in violation of the Commission's prohibition against sending such traffic in Case No. TT-97-524. The FCC has held that state law tariffs could and did apply to traffic delivered in the absence of an agreement in CC Docket No. 01-92.² Moreover, the Missouri Supreme Court is presently considering whether exchange access tariff rates applied to this traffic in Case No. SC86529 (oral argument held and case submitted on Sept. 28, 2005).

(1.) ***Petitioners' Position.*** If the Missouri Supreme Court issues a decision before the completion of this arbitration finding that Petitioners should be compensated for this traffic pursuant to their intrastate intraLATA exchange access tariff rates that were approved by and on file with the Commission during the time period between 1998 and 2001, then the Petitioners expect to be compensated for this traffic under their intrastate intraLATA exchange access tariffs. Otherwise, Petitioners' position is that they will accept \$0.035 per minute of use for all intraMTA 1998-2001 traffic (which is the rate that Petitioners have proposed as part of the Traffic Termination Agreement attached hereto as Attachment D).

(2.) ***Respondents' Position.*** Respondents have refused to pay for some or all of its pre-tariff traffic, and Respondents have not offered a rate or any agreement language to address 1998-2001 wireless traffic.

² *In the Matter of Developing a Unified Intercarrier Compensation Regime; T-Mobile Petition for Declaratory Ruling*, CC Docket No. 01-92, *Declaratory Ruling and Report and Order*, released

B. IntraMTA Wireless Termination Rate (*Appendix 1*)

The Parties disagree on the appropriate rate to apply for termination of "Local Traffic" via an indirect interconnection.

(1.) ***Petitioners' Position.*** Petitioners propose that the wireless termination service rate for intraMTA wireless traffic delivered pursuant to the agreement should be \$0.035 per minute. This rate (\$0.035) is supported by the forward-looking cost studies that are being filed contemporaneously with the filing of this Petition as Attachment F. It is the same rate that has been agreed to in numerous other negotiated agreements between small rural ILECs and wireless carriers such as Cingular, Sprint PCS, T-Mobile, U.S. Cellular, and Verizon Wireless.

(2.) ***Respondents' Position.*** Respondents have not agreed to the \$0.035 rate or provided an alternative rate.

C. InterMTA Factors (*Appendix 2*)

The Parties disagree on the appropriate interMTA factor.

(1.) ***Petitioners' Position.*** Petitioners' position is that the Commission should adopt the InterMTA factors listed in Attachment G.

(2.) ***Respondents' Position.*** Respondents have provided no language or proposals for interMTA factors.

D. Reciprocal Compensation for Interexchange Carrier (IXC) Traffic (*Section 1.1- Scope*)

The Parties disagree as to whether Petitioners have an obligation to pay reciprocal compensation on landline traffic terminated to Respondents by third

party carriers (such as IXCs) where that traffic is neither originated by, nor the responsibility of, Petitioners.

(1.) ***Petitioners' Position.*** Petitioners' position is that they have no obligation to pay reciprocal compensation on landline traffic terminated to Respondents by third party carriers (such as IXCs) where that traffic is neither originated by, nor the responsibility of, Petitioners. This is consistent with the Act, FCC rules, industry practice and numerous Commission approved traffic termination agreements between Small Rural ILECs and Wireless Carriers.

(2.) ***Respondents' Position.*** Respondents' position is that all intraMTA landline traffic originated by end-users in Petitioners' exchanges and terminated to Respondent, regardless of which carrier carries the call, are subject to reciprocal compensation for which Petitioners are financially responsible.

E. Other Issues

As of the filing date of this Petition, the Parties disagree on several other issues, as indicated by the highlighted language in the proposed Agreement (Attachment D). However, these issues are less significant than those identified above, and Petitioners anticipate that these issues will be resolved prior to any hearing scheduled in this arbitration.

IV. CONCLUSION

WHEREFORE, Petitioners respectfully request the Commission to issue an Order: (1) appointing an arbitrator to schedule an initial arbitration meeting as soon as possible and to resolve the disputed issues; (2) approving an Agreement setting forth both the voluntarily agreed terms and also the arbitrated matters and terms; and (3) granting such other relief as is reasonable under the circumstances.

RESPECTFULLY SUBMITTED,

/s/ Brian T. McCartney

W.R. England, III Mo. #23975
Brian T. McCartney Mo. #47788
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(573) 634-7431 (FAX)
Attorneys for Petitioners

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or via electronic mail, or hand-delivered on this 4th day of October, 2005, to the following parties:

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Michael F. Dandino
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Eric Pue
Senior Contract Manager/Interconnection
Cingular Wireless
7277 164th Avenue NE
Redmond, WA 98052
eric.pue@cingular.com

Michael Van Eckhardt
AT&T/Cingular Wireless
Michael.Vaneckhardt@awmail.cingular.com

/s/ Brian T. McCartney
Brian T. McCartney

LIST OF ATTACHMENTS

Attachment A	Case Numbers for Certificates from Missouri Secretary of State
Attachment B	Petitioner Contact Information
Attachment C	Request for Negotiation
Attachment D	Proposed Agreement
Attachment E	Unpaid Pre-Wireless Tariff Traffic (PROPRIETARY)
Attachment F	Cost Studies
Attachment G	InterMTA Factor Chart

Attachment A

Case Numbers for Certificates from Missouri Secretary of State

<u>Telephone Companies</u>	<u>Certificate From Secretary of State Filed in Case Nos.:</u>
BPS Telephone Company	TC-2002-1077
Cass County Telephone Company	TC-2002-1077
Citizens Telephone Company	TC-2002-1077
Craw-Kan Telephone Cooperative, Inc.	TC-2002-1077
Ellington Telephone Company	TK-2003-0307
Farber Telephone Company	TO-2004-0437
Goodman Telephone Company	TK-2004-0165
Granby Telephone Company	TO-2004-0493
Grand River Mutual Telephone Corporation	TC-2002-1077
Green Hills Telecommunications Services	CO-2003-0162
Green Hills Telephone Corporation	TC-2002-1077
Holway Telephone Company	TC-2002-1077
Iamo Telephone Corporation	TC-2002-1077
Kingdom Telephone Company	TC-2002-1077
KLM Telephone Company	TC-2002-1077
Lathrop Telephone Company	TC-2002-1077
Le-Ru Telephone Company	IK-2003-0255
Mark Twain Rural Telephone Company	TC-2002-1077
Mark Twain Communications Company	TA-98-305
McDonald County Telephone Company	TO-2004-0491
Miller Telephone Company	TM-2001-0448
New Florence Telephone Company	TA-2002-0314
Oregon Farmers Mutual Telephone Company	TF-98-243
Ozark Telephone Company	TK-2004-0166
Peace Valley Telephone Company, Inc.	IK-2003-0223
Rock Port Telephone Company	IK-2003-0259
Seneca Telephone Company	TK-2004-0167
Steelville Telephone Exchange, Inc.	IK-2003-0222

ATTACHMENT A

ATTACHMENT B – COMPANY NAME AND CONTACT INFORMATION

BPS Telephone Company
Lisa Winberry/David Carson
120 Stewart Street
P.O. Box 550
Bernie, MO 63822-0550

Cass County Telephone Company
Bob Schoonmaker
260 West First Street
P.O. Box 398
Peculiar, MO 64078

Citizens Telephone Company of
Higginsville, Missouri
Brian Cornelius
1905 Walnut Street
P.O. Box 737
Higginsville, MO 64037-0737

Craw-Kan Telephone Cooperative, Inc.
Craig Wilbert
200 North Ozark
P.O. Box 100
Girard, KS 66743

Ellington Telephone Company
Dee McCormack
200 College Avenue
P.O. Box 400
Ellington, MO 63638

Farber Telephone Company
Charles Crow
Main & Linn Streets
Farber, MO 63345

Goodman Telephone Company
Ozark Telephone Company
Seneca Telephone Company
Jay Mitchell
P.O. Box 592
Seneca, MO 64865

Granby Telephone Company
Jon Stouffer
P.O. Box 200
Granby, MO 64844

Grand River Mutual Telephone
Corporation
Rod Cotton
1001 Kentucky Street
Princeton, MO 64673

Green Hills Telephone Corporation
Green Hills Telecommunication
Services
Steve Gann/Renee Reeter
7926 N.E. State Route M
P.O. Box 227
Breckenridge, MO 64625

Holway Telephone Company
Bruce Copsey
208 Ash
P.O. Box 112
Maitland, MO 64466-0112

Iamo Telephone Company
Jack Jones
104 Crook Street
P.O. Box 368
Coin, IA 51636

Kingdom Telephone Company
Randy Boyd
211 South Main
P.O. Box 97
Auxvasse, MO 65231

KLM Telephone Company
Bruce Copsey
616 E. Park Avenue
P.O. Box 30
Rich Hill, MO 64779

Lathrop Telephone Company
Bruce Copsey
P.O. Box 167
Princeton, MO 64673

ATTACHMENT B

Le-Ru Telephone Company
Robert Hart
P.O. Box 147
Stella, MO 64867-0147

Mark Twain Rural Telephone Company
Jim Lyon
Highway 6 East
P.O. Box 68
Hurdland, MO 63547

Mark Twain Rural Telephone Company
Mark Twain Communications Company
Jim Lyon
Highway 6 East
P.O. Box 68
Hurdland, MO 63547

McDonald County Telephone Company
Ross Babbitt
704 North Main Street, Hwy. W
P.O. Box 207
Pineville, MO 64856-0207

Miller Telephone Company
Debbie Choate
213 East Main Street
Box 7
Miller, MO 65707

New Florence Telephone Company
Bob Williams
P.O. Box 216
Oregon, MO 64473

Oregon Farmers Mutual Telephone
Company
Randy Williams
118 East Nodaway
Box 227
Oregon, MO 64473

Peace Valley Telephone Company, Inc.
Maurice Bosserman
7101 State Road W
P.O. Box 9
Peace Valley, MO 65788

Rock Port Telephone Company
Raymond Henagan
107 West Opp
P.O. Box 147
Rock Port, MO 64482

Steelville Telephone Exchange, Inc.
Don Santhuff
61 East Hwy. 8
P.O. Box 370
Steelville, MO 65565

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PROFESSIONAL CORPORATION

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PAUL A. BOUDREAU

SONDRA B. MORGAN

DEAN COOPER

CHARLES E. SMARR

MARK G. ANDERSON

BRIAN T. MCCARTNEY

GREGORY C. MITCHELL

DIANAC. CARTER

JANET E. WHEELER

SCOTT A. HAMBLIN

OF COUNSEL

RICHARD T. CIOTTONE

April 28, 2005

FEDERAL EXPRESS

Director -- External Affairs
AT&T Wireless Services, Inc.
7277 164th Ave. NE
Redmond, WA 98052

Re: Negotiations Pursuant to Sections 251 and 252
of the Telecommunications Act

To Whom It May Concern:

Please be advised that the Missouri Small Incumbent Local Exchange Carriers (ILECs) listed on Attachment A to this letter wish to begin negotiations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (Act) and Section 20.11 of the Federal Communications Commission's (FCC) rules for purposes of establishing interconnection agreements for the indirect exchange of local traffic. In addition, and effective with receipt hereof, the Missouri Small ILECs listed on Attachment A seek to establish interim compensation pursuant to Section 51.715 of the FCC's rules. This request is being sent by overnight courier for delivery tomorrow. It is the intent and expectation of the Missouri Small ILECs that this request for negotiation and interim compensation will be received and effective on April 29, 2005, the day on which their Missouri intrastate wireless tariffs will no longer be effective for the wireless originated traffic which your company is currently terminating to these Missouri Small ILECs.

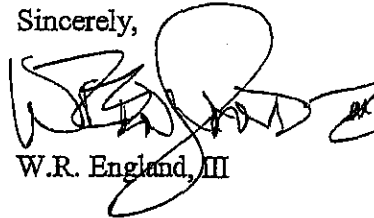
Many of these Missouri Small ILECs currently have Traffic Termination Agreements with wireless carriers which have been filed with and approved by the Missouri Public Service Commission. Attached to this correspondence is a copy of an agreement between one Missouri Small ILEC and Verizon Wireless. Accordingly, in an effort to streamline negotiations, the Missouri Small ILECs listed on Attachment A are willing to enter into an agreement similar to that attached.

April 28, 2005

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Please have the appropriate person or persons in your organization contact me at the above address to acknowledge receipt of this request and begin the negotiation process. I thank you in advance for your attention to and cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'W.R. England, III', with a large, stylized loop at the end.

W.R. England, III

WRE/da

Enclosure

cc: Missouri Small ILECs

ATTACHMENT A

**MISSOURI SMALL ILECS SEEKING TO ESTABLISH
INTERCONNECTION AGREEMENTS
WITH AT&T WIRELESS**

BPS Telephone Company
Cass County Telephone Company
Citizens Telephone Company
Craw-Kan Telephone Cooperative, Inc.
Ellington Telephone Company
Farber Telephone Company
Fidelity Telephone Company
Fidelity Communications Services I
Fidelity Communications Services II
Goodman Telephone Company
Granby Telephone Company
Grand River Mutual Telephone Corp.
Iamo Telephone Company
Kingdom Telephone Company
KLM Telephone Company
Lathrop Telephone Company
Le-Ru Telephone Company
Mark Twain Rural Telephone Company
Mark Twain Communications Co.
McDonald County Telephone Co.
Miller Telephone Company
New Florence Telephone Company
Ozark Telephone Company
Peace Valley Telephone Company, Inc.
Seneca Telephone Company
Steelville Telephone Exchange, Inc.

ATTACHMENT D
PROPOSED AGREEMENT

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between Kingdom Telephone Company, an Incumbent Local Exchange Carrier (ILEC), and Verizon Wireless (VAW) LLC, St. Joseph CellTelco and Cellco Partnership all d/b/a Verizon Wireless, a Delaware Limited Partnership, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 (Verizon Wireless), effective upon the date of execution below ("Effective Date"). This Agreement has been executed pursuant to Section 251(b)(5) of the Telecommunications Act of 1996. (ILEC and Verizon Wireless are also sometimes referred to herein as "Party" or, collectively, "Parties.")

ILEC is a local exchange carrier operating in Missouri. Verizon Wireless is a commercial mobile radio service carrier operating in Missouri. Verizon Wireless terminates traffic originated by its end user customers through the local exchange carrier network in Missouri to ILEC. ILEC may originate traffic from its end user customers under the provisions of its tariffs that terminates through the local exchange carrier network in Missouri to Verizon Wireless. Verizon Wireless and ILEC recognize their respective responsibilities to compensate the other pursuant to Section 4 of this Agreement for termination of the traffic originated by and under the responsibility of each Party.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

SECTION 1 - SCOPE OF AGREEMENT

1.1 This Agreement shall cover traffic originated by, and under the responsibility of, one of the Parties and terminated to the other Party without the direct interconnection of the Parties' networks. "Traffic originated by and under the responsibility of," a Party means traffic that is originated by a Party pursuant to that Party's rate schedules, tariffs, or contract with the end-user customer. This Agreement does not cover traffic for which the originating Party has contracted with an Interexchange Carrier ("IXC") to assume the responsibility for terminating the traffic. This Agreement shall cover both Local and Non-local Traffic as those terms are defined in this Agreement. The termination of traffic under this Agreement will be accomplished by both Parties interconnecting their networks with a third-party local exchange carrier(s) who transits traffic between the Parties on their network(s).

SECTION 2 - DEFINITIONS

Certain terms used in this Agreement shall have the meanings as defined below. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Missouri Public Service Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

2.1 "Act" - the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules

and regulations and Orders of the Federal Communication Commission or a state regulatory commission.

2.2 "CMRS" - Commercial Mobile Radio Service, as defined in the Act.

2.3 "Commission" - Missouri Public Service Commission.

2.4 "CTUSR" - Cellular Transiting Usage Summary Report, provided by Southwestern Bell Telephone Company, tracks the minutes of Transiting Traffic for calls originating from CMRS providers and terminating to LECs.

2.5 "FCC" - Federal Communications Commission.

2.6 "LEC" - local exchange carrier, includes any provider of local exchange telecommunications service that holds a certificate of public convenience and necessity or certificate of service authority from the Missouri Public Service Commission.

2.7 "Local Traffic" - Local traffic under this Agreement is traffic between ILEC and Verizon Wireless that, at the beginning of the call, originates and terminates within the same Major Trading Area (MTA). For ILEC, the origination or termination point of a call shall be the end office switch that serves, respectively, the calling or called party at the beginning of the call. For Verizon Wireless, the origination or termination point of a call shall be the cell site/base station that serves, respectively, the calling or called party at the beginning of the call.

2.8 "MTA" - Major Trading Area as defined in 47 C.F.R. 24 of the FCC Rules and Regulations.

2.9 "Non-local Traffic" - Non-local traffic under this Agreement is traffic between ILEC and Verizon Wireless that is not Local Traffic. Non-local Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

SECTION 3 - TRAFFIC EXCHANGE

3.1 The Parties shall exchange traffic under this Agreement by each Party physically connecting its network to a third-party LEC(s), which shall transit the traffic between the two Parties. Each Party shall be responsible for establishing appropriate contractual relationships with this third-party LEC(s) for interconnecting with its network and transiting traffic over that network to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the third-party LEC(s) network and for paying the third-party LEC(s) network provider for the costs of transiting calls that the Party originates.

SECTION 4 - COMPENSATION

4.1 Compensation for traffic originated by, and under the responsibility of, a Party and terminated to the other Party's network shall be based upon the specific type and jurisdiction of the call as follows:

4.1.1 Local Traffic - Local Traffic calls as defined in Section 2 of this Agreement shall be compensated based on the rates established in Appendix 1.

4.1.2 Non-local Intrastate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Verizon Wireless and terminating to ILEC within the same State will

be compensated based upon the intrastate access tariffs of ILEC. Compensation for Non-local Intrastate Traffic originated by, and under the responsibility of, ILEC and terminating to Verizon Wireless shall be based on the intrastate access tariffs of ILEC.

4.1.3 Non-local Interstate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Verizon Wireless and terminating to ILEC within different States will be compensated based upon the interstate access tariffs of ILEC. Compensation for Non-local Interstate Traffic originated by, and under the responsibility of, ILEC and terminating to Verizon Wireless shall be based on the interstate access tariffs of ILEC.

SECTION 5 - RECORD EXCHANGES AND BILLING

5.1 The Parties will work cooperatively to exchange billing records in standard industry formats regarding calls they originate that terminate on the other Party's network. The Party terminating traffic under this Agreement (i.e., the "Billing Party") shall issue bills based on the best information available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch. Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder.

5.2 If a Billing Party is unable to record traffic terminating to its network and the other Party is unable to provide billing records of the calls that it originates to the other Party, the Billing Party may use usage reports and/or records (such as a CTUSR) generated by a third-party LEC whose network is used to transit the traffic as a basis for billing the originating Party. As of the

effective date of this Agreement, the Parties are unable to measure the amount of interMTA traffic exchanged between the Parties. For the purposes of this Agreement, the Parties agree to use the percentage referenced in Appendix 2 as a fair estimate of the amount of interMTA traffic exchanged between the Parties. This percentage shall remain in effect until amended as provided herein. Notwithstanding the foregoing, if either Party provides to the other a valid interMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties shall use such interMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised interMTA percentage. For purposes of this Agreement, a "valid interMTA traffic study" may be based upon, but not necessarily limited to, calling party information (i.e., originating NPA NXX, minutes of use, etc.) which, for several consecutive billing periods, indicates an amount of interMTA traffic that is at least five (5) percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such revised percentage will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually.

5.3 The originating Party shall pay the Billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The originating Party shall pay a late charge on any undisputed charges that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Normally, neither Party shall bill the other Party for traffic that is more than 90 days. However, in those cases where billing cannot be performed within that time frame because of record unavailability, inaccuracies, corrections, etc., billing can

be rendered or corrected for periods more than 90 days old. In no case, however, will billing be made for traffic that is more than two years old.

5.4 At the same time that the Parties execute this Agreement, they are entering into a confidential agreement to settle all claims related to traffic exchanged between the Parties prior to the effective date of this Agreement. Each Party represents that this settlement agreement completely and finally resolves all such past claims.

SECTION 6 - AUDIT PROVISIONS

6.1 As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.

6.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party", the Requesting Party shall have the right, through its authorized representative(s), to perform an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the services provided, and performance standards agreed to, under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place, and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including reasonable access to and use of the Audited Party's facilities (e.g., conference rooms, telephones, copying machines.)

6.3 Each party shall bear the cost of its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 6.3,

"Special Data Extraction" shall mean the creation of an output record or information report (from existing data files) that is not created in the normal course of business by the Audited Party. If any program is developed to the Requesting Party's specifications and at the Requesting Party's expense, the Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse during any subsequent Audit.

6.4 Adjustments, credits or payments shall be made, and any correction action shall commence, within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half (1 1/2) percent or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed on any adjustments, credits or payments if the audit establishes an overpayment or underpayment of greater than two percent (2%) of the actual amount due by compounding monthly from the time of the error or omission to the day of payment or credit.

6.5 Neither the right to Audit, nor the right to receive an adjustment, shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner provided by this Agreement.

6.6 This Section 6 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

SECTION 7 - DISPUTE RESOLUTION

7.1 The Parties agree to resolve disputes arising out of this Agreement with a minimum amount of time and expense. Accordingly, the Parties agree to use the following dispute resolution procedure as a sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for an action seeking to compel compliance with the confidentiality provision of Section 8 or this dispute resolution process (venue and jurisdiction for which would be in Jefferson City, Missouri). No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than 2 years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

7.2 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer business representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the Commission proceeding or arbitration described below or in any

lawsuit without concurrence of both Parties.

7.3 If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute may be brought in any lawful forum for resolution unless the Parties mutually agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. If the Parties mutually agree to submit the dispute to binding arbitration, the arbitration hearing shall be commenced within forty-five (45) days after the agreement for arbitration and shall be held in St. Louis or Kansas City, Missouri, or any other location to which the Parties mutually agree. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

7.4 In addition to the foregoing Dispute Resolution process, if any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the Billing Party of the amounts in dispute ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the

Billing Party. The balance of the Disputed Amount shall thereafter be paid, with late charges as provided in Section 5.3, if appropriate, upon final determination of such dispute. Late charges assessed on those amounts that were unpaid but disputed after thirty (30) days from the receipt of the invoice, shall be credited to the non-paying Party for any disputed amounts which were ultimately found to be not due and payable.

SECTION 8 - CONFIDENTIAL INFORMATION

8.1 The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. If a Party is obligated to turn over, divulge, or otherwise disclose the other Party's confidential information as the result of an order or subpoena issued by a court or other tribunal of competent jurisdiction, then the Party to which such demand is being made shall notify the other Party as soon as possible of the existence of such demand, and shall provide all necessary and appropriate assistance as the Party whose information is sought to be disclosed may reasonably request in order to preserve the confidential nature of the information sought.

SECTION 9 - LIABILITY AND INDEMNIFICATION

9.1 Neither Party assumes any liability for any act or omission of the other Party in the

furnishing of its services to its subscribers solely by virtue of entering into the Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.2 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY HARDWARE, SOFTWARE, GOODS, OR SERVICES PROVIDED UNDER THIS AGREEMENT. ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND WAIVED.

9.3 In any event, each Party's liability for all claims arising under this Agreement, or under the provision of the service provided under this Agreement, shall be limited to the amount of the charges billed to the Party making a claim for the month during which the claim arose.

SECTION 10 - TERM OF AGREEMENT

10.1 This Agreement shall commence on the Effective Date, and shall terminate two (2) years after the Effective Date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect 1) not to renew by giving the other Party at least ninety (90) days written notice of the desire not to renew; or 2) to negotiate a subsequent agreement by giving the other Party at least ninety (90) days written notice of the desire to commence negotiations. If a Party elects to negotiate a subsequent agreement and a subsequent agreement has not been consummated prior to the termination date of the current Agreement, the current Agreement shall continue to be in effect until it is replaced by a new Agreement, or one hundred eighty (180) days beyond the termination date of the current Agreement, whichever is less.

SECTION 11 - INDEPENDENT CONTRACTORS

11.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

SECTION 12 - THIRD PARTY BENEFICIARIES

12.1 This Agreement is not intended to benefit any person or entity not a Party to it and no third party beneficiaries are created by this Agreement.

SECTION 13 - GOVERNING LAW, FORUM AND VENUE

13.1 The construction, validity, and enforcement of this Agreement shall be governed by the laws and regulations of the State of Missouri, except when Federal law may be controlling, in which case federal law will govern.

SECTION 14 - ENTIRE AGREEMENT

14.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

SECTION 15 - NOTICE

15.1 Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Verizon Wireless to:

Verizon Wireless
Regulatory Counsel
1300 I (Eye) Street, N.W.
Suite 400 West
Washington, D.C. 20005

With a Copy To:

Verizon Wireless
John L. Clampitt
2785 Mitchell Drive MS 7-1
Walnut Creek, CA 94598

In the case of ILEC:

Kingdom Telephone Company
Randall H. Boyd, Revenue Manager
P.O. Box 97
Auxvasse, MO 65231-0097

or to such other location as the receiving Party may direct in writing.

SECTION 16 - FORCE MAJEURE

16.1 The Parties shall comply with applicable orders, rules, or regulations of the FCC and the Commission and with applicable Federal and State law during the terms of this Agreement.

Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts, or other work interruptions by employees or agents not within the control of the non-performing Party.

SECTION 17 - TAXES

17.1 The Party collecting revenues shall be responsible for collecting, reporting, and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

SECTION 18 - ASSIGNMENT

18.1 Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, a Party may assign this Agreement or any portion thereof, without consent, to any entity that controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

SECTION 19 - TERMINATION OF SERVICE TO EITHER PARTY

19.1 Failure of either Party to pay undisputed charges shall be grounds for termination of this Agreement. If either Party fails to pay when due any undisputed charges billed to them under this Agreement (Undisputed Unpaid Charges), and any portion of such charges remain unpaid more than thirty (30) days after the due date of such Undisputed Unpaid Charges, the Billing Party will notify the billed Party in writing that in order to avoid having service disconnected, the billed Party must remit all Undisputed Unpaid Charges to the Billing Party within thirty (30) days after receipt of said notice (the "Termination Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 7 of this Agreement.

19.2 Either Party may discontinue service to the other Party upon failure to pay Undisputed Unpaid Charges as provided in Section 19.1, and will have no liability to the non-paying Party in the event of such disconnection. Provided, however, the Billing Party will not discontinue any service or terminate this Agreement for the non-paying Party's failure to pay Undisputed Unpaid Charges if the non-paying Party pays such Undisputed Unpaid Charges within thirty (30) days of its receipt of the Termination Notice. To the extent necessary, either party may request the assistance of a third-party LEC in order to effectuate disconnection.

19.3 After disconnect procedures have begun, the Billing Party will not accept service orders from the non-paying Party until all Undisputed Unpaid Charges are paid in full, in immediately available funds. The Billing Party will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from the Billing Party) prior to resuming service to the non-paying Party after disconnection for nonpayment.

SECTION 20 - MISCELLANEOUS

20.1 This Agreement is not an interconnection agreement under 47 U.S.C. 251(c). The Parties acknowledge that ILEC may be entitled to a rural exemption as provided by 47 U.S.C.251(f), and ILEC does not waive such exemption by entering into this Agreement.

20.2 In the event that any effective legislative, regulatory, judicial, or other legal action affects any material terms of this Agreement, or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such items be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Dispute Resolution procedure set forth herein.

Signature Page - Verizon Wireless and Kingdom Telephone Company (ILEC)

This Agreement is executed this 10th day of December, 2002.

Signatures

VERIZON WIRELESS

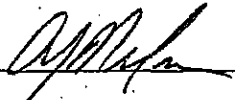
KINGDOM TELEPHONE COMPANY

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

St Joseph CellTelco d/b/a
Verizon Wireless
By Verizon Wireless (VAW) LLC
Its General Partner

Celco Partnership d/b/a
Verizon Wireless

Signature



Name: Anthony J. Melone

Title: Vice President-Network Operations

Support

Date

12/5/02

Signature



Name Tom Blevins

Title General Manager

Date

12/10/02

APPENDIX 1 to the Agreement Between Kingdom Telephone Company (ILEC) and Verizon
Wireless

Rates for termination of Local Traffic via an indirect interconnection
Local Termination Rate \$ 0.035 per minute

APPENDIX 2 to the Agreement Between Kingdom Telephone Company (ILEC) and Verizon Wireless

Pursuant to Section 5.2, the interMTA percentage is 0%.

**ATTACHMENT E (PROPRIETARY)
UNPAID PRE-WIRELESS TARIFF TRAFFIC**

AT&T/Cingular/SW Bell Wireless

COMPANY NAME	PRE-TARIFF MOU
BPS	1,483,646
CASS	2,664,803
CITIZENS	324,504
CRAW-KAN	805,070
ELLINGTON	666,151
FARBER	
FIDELITY	284,142
FIDELITY COMM. SERV. I	
FIDELITY COMM. SERV. II	
GOODMAN	487,002
GRANDBY	1,053,862
GRAND RIVER MUTUAL	5,547,632
GREEN HILLS TELEPHONE	1,793,082
GREEN HILLS TELECOMMUNICATION	
HOLWAY	27,472
IAMO	
KINGDOM	34,770
KLM	4,552
LATHROP	951,822
LE-RU	
MARK TWAIN RURAL	3,807
MARK TWAIN COMMUNICATIONS	
MCDONALD COUNTY	
MILLER	
NEW FLORENCE	
OREGON FARMERS	
OZARK TELEPHONE	291,753
PEACE VALLEY	
ROCK PORT	
SENECA	820,967
STEELVILLE	3,126,352
TOTALS	20,371,389

ATTACHMENT E (PROPRIETARY)

ATTACHMENT G
SUMMARY OF INTERMTA FACTORS
AND PETITIONERS' PROPOSED FACTORS

Telephone Company	Proposed Factors
BPS Telephone Company	52%
Cass County Telephone Company	0%
Citizens Telephone Company	0%
Craw-Kan Telephone Cooperative, Inc.	7%
Ellington Telephone Company	0%
Farber Telephone Company	0%
Goodman Telephone Company	0%
Granby Telephone Company	0%
Grand River Mutual Telephone Corp.	0%
Green Hills Telephone Corporation	0%
Green Hills Telecommunication Services	0%
Holway Telephone Company	0%
Iamo Telephone Company	0%
Kingdom Telephone Company	0%
KLM Telephone Company	0%
Lathrop Telephone Company	0%
Le-Ru Telephone Company	0%
Mark Twain Rural Telephone Company	70%
Mark Twain Communications Co.	70%
McDonald County Telephone Co.	0%
Miller Telephone Company	0%
New Florence Telephone Company	0%
Oregon Farmers Mutual Telephone Co.	0%
Ozark Telephone Company	0%
Peace Valley Telephone Company, Inc.	0%
Rock Port Telephone Company	0%
Seneca Telephone Company	0%
Steelville Telephone Exchange, Inc.	0%

VERIFICATION

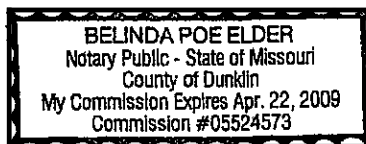
I, Lisa Winberry, after first being duly sworn, state that I am the Manager of BPS Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Lisa Winberry
Lisa Winberry

STATE OF Missouri)
) ss
COUNTY OF Dunklin)

Subscribed and sworn before me on this 22nd day of September, 2005.

Belinda Poe Elder
Notary Public




My Commission expires: _____



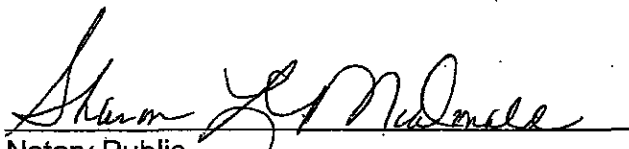
VERIFICATION

I, Robert C. Schoonmaker, after first being duly sworn, state that I am the President of GVNW, Consulting, Inc. and Agent for Cass County Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

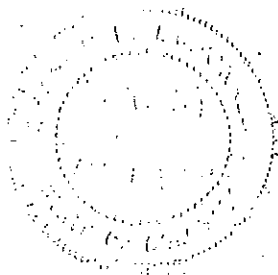

Robert C. Schoonmaker

STATE OF Colorado)
COUNTY OF El Paso) ss

Subscribed and sworn before me on this 26th day of September, 2005.



Notary Public

My Commission expires: 8-28-2006



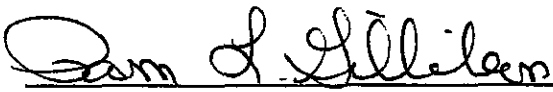
VERIFICATION

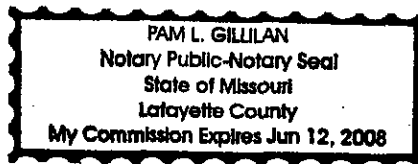
I, Brian Cornelius, after first being duly sworn, state that I am the President of Citizens Telephone Company of Higginsville, Missouri, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


Brian Cornelius

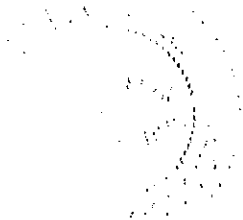
STATE OF Missouri)
COUNTY OF Lafayette) ss
)

Subscribed and sworn before me on this 21 day of September, 2005.


Notary Public



My Commission expires: _____



VERIFICATION

I, Jerry James, after first being duly sworn, state that I am the General Manager of Craw-Kan Telephone Cooperative, Inc., that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Jerry James
Jerry James

STATE OF Kansas)
) ss
COUNTY OF Crawford)

Subscribed and sworn before me on this 21st day of September, 2005.

Cy R. Walsh
Notary Public

My Commission expires: 07/16/08



VERIFICATION

I, Dee McCormack, after first being duly sworn, state that I am the President of Ellington Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

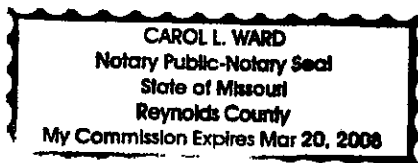
Dee McCormack
Dee McCormack

STATE OF Missouri)
COUNTY OF Reynolds) ss
)

Subscribed and sworn before me on this 22nd day of September, 2005.

Carol L. Ward
Notary Public

My Commission expires: Mar 20, 2008




VERIFICATION

I, Charles W. Crow, after first being duly sworn, state that I am the President of Farber Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


Charles W. Crow

STATE OF Missouri)
COUNTY OF Audrain) ss

Subscribed and sworn before me on this 22nd day of September, 2005.


Notary Public

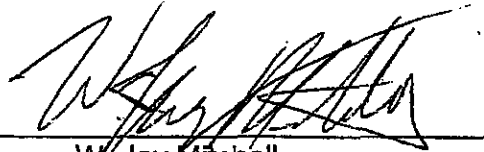


LISA NEWLAND
My Commission Expires
August 30, 2009
Audrain County
Commission #05492062

My Commission expires: _____

VERIFICATION

I, W. Jay Mitchell, after first being duly sworn, state that I am the Vice President of Goodman Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


W. Jay Mitchell

STATE OF Missouri)
COUNTY OF Newton) ss

Subscribed and sworn before me on this 26th day of September, 2005.


Notary Public

RAMONA ROSIERE
Notary Public - State of Missouri
County of Newton
My Commission Expires Feb. 10, 2008

My Commission expires: _____



VERIFICATION

I, Jon Stouffer, after first being duly sworn, state that I am the President of Granby Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Jon Stouffer
Jon Stouffer

STATE OF ma)
COUNTY OF Newton) ss

Subscribed and sworn before me on this 22nd day of September, 2005.

Cheri M. Johnson
Notary Public



My Commission expires: _____

VERIFICATION

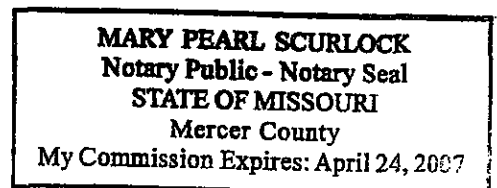
I, Rod Cotton, after first being duly sworn, state that I am the Director of Business Development and Regulatory of Grand River Mutual Telephone Corporation, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

rod cotton
Rod Cotton

STATE OF Missouri)
COUNTY OF Mercer) ss

Subscribed and sworn before me on this 23 day of September, 2005.

Mary Pearl Scurlock
Notary Public



My Commission expires: 4-24-07

VERIFICATION

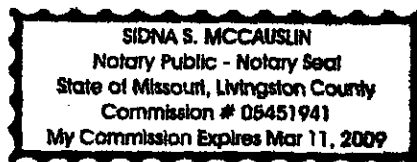
I, Steve Gann, after first being duly sworn, state that I am the General Manager of Green Hills Telephone Corporation, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


Steve Gann

STATE OF Missouri)
) ss
COUNTY OF Caldwell)

Subscribed and sworn before me on this 23rd day of September, 2005.

Sidna S. McCauslin
Notary Public



My Commission expires: March 11, 2009

VERIFICATION

I, Steve Gann, after first being duly sworn, state that I am the General Manager of Green Hills Telecommunication Services, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

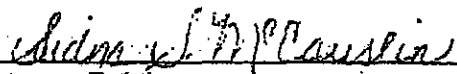

Steve Gann

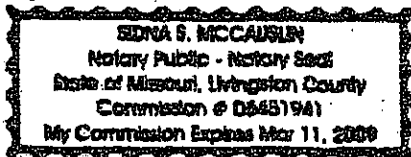
STATE OF Missouri

COUNTY OF Caldwell

)
) ss
)

Subscribed and sworn before me on this 3rd day of October, 2005.

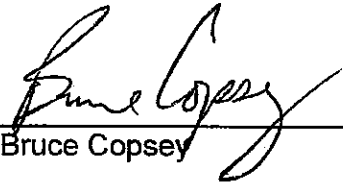

Notary Public



My Commission expires: March 11, 2009

VERIFICATION

I, Bruce Copsey, after first being duly sworn, state that I am the Secretary of Holway Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

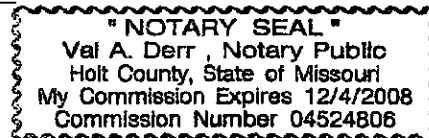

Bruce Copsey

STATE OF Missouri)

COUNTY OF Holt)

Subscribed and sworn before me on this 23 day of September, 2005.


Notary Public



My Commission expires: 12-04-2008

VERIFICATION

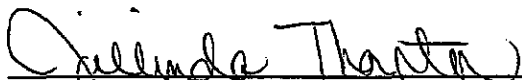
I, Jack Jones, after first being duly sworn, state that I am the General Manager of Iamo Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.



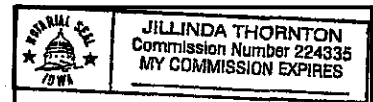
Jack Jones

STATE OF Iowa)
COUNTY OF Page) ss

Subscribed and sworn before me on this 26 day of September, 2005.



Notary Public



My Commission expires: 9-3-2008

VERIFICATION

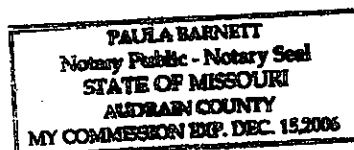
I, Randy Boyd, after first being duly sworn, state that I am the Assistant General Manager of Kingdom Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Randy Boyd
Randy Boyd

STATE OF Missouri)
) ss
COUNTY OF Callaway)

Subscribed and sworn before me on this 26th day of September, 2005.

Paula Barnett
Notary Public



My Commission expires: 12/15/2006

VERIFICATION


I, Bruce Copsey, after first being duly sworn, state that I am the Secretary-Treasurer of KLM Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

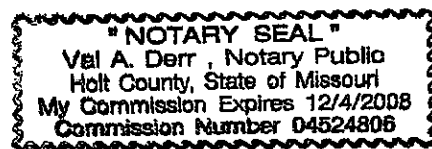

Bruce Copsey

STATE OF Missouri)

COUNTY OF Holt)

Subscribed and sworn before me on this 23 day of September, 2005.


Notary Public



My Commission expires: 12-04-2008

VERIFICATION

I, Rod Cotton, after first being duly sworn, state that I am the Director of Business Development and Regulatory of Lathrop Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

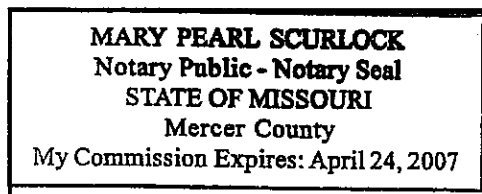
Rod Cotton

Rod Cotton

STATE OF Missouri)
COUNTY OF Mercer) ss

Subscribed and sworn before me on this 23 day of September, 2005.

Mary Pearl Scurlock
Notary Public



My Commission expires: 4-24-07

VERIFICATION

I, Robert Hart, after first being duly sworn, state that I am the President of Le-Ru Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Robert Hart
Robert Hart

STATE OF Missouri)
) ss
COUNTY OF Newton)

Subscribed and sworn before me on this 22nd day of September, 2005.

Carolyn Dyer Carolyn Dyer
Notary Public

CAROLYN DYER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
NEWTON COUNTY
MY COMMISSION EXP. FEB 24, 2008

My Commission expires: 2/24/2008

VERIFICATION

I, William Rohde, after first being duly sworn, state that I am the General Manager of Mark Twain Rural Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.



William Rohde

STATE OF Mo)
COUNTY OF Knex) ss

Subscribed and sworn before me on this 27th day of September, 2005.



Notary Public

My Commission expires: _____

RICHARD L. HALE
Notary Public - State of Missouri
Adair County
My Commission Expires: May 31, 2008

VERIFICATION


I, William Rohde, after first being duly sworn, state that I am the Executive Vice President & General Manager of Mark Twain Communications Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.



William Rohde

STATE OF Mo)
COUNTY OF Knox) ss
)

Subscribed and sworn before me on this 27th day of September, 2005.



Notary Public

My Commission expires: _____
RICHARD L. HALE
Notary Public - State of Missouri
Adair County
My Commission Expires: May 31, 2008

VERIFICATION

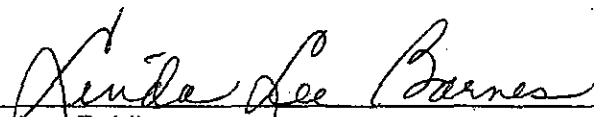
I, Ross Babbitt, after first being duly sworn, state that I am the President of McDonald County Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

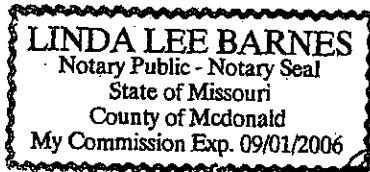


Ross Babbitt

STATE OF Missouri)
) ss
COUNTY OF McDonald)

Subscribed and sworn before me on this 21st day of September, 2005.


Notary Public



My Commission expires: 9-1-06

VERIFICATION

I, Debbie Choate, after first being duly sworn, state that I am the Vice President of Miller Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

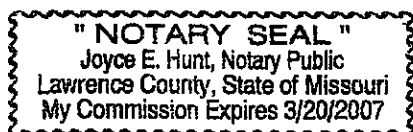
Debbie Choate
Debbie Choate

STATE OF Missouri)
COUNTY OF Lawrence) ss

Subscribed and sworn before me on this 21st day of September, 2005.

Joyce E. Hunt
Notary Public

My Commission expires: 3/20/2007



VERIFICATION

I, Bob Williams, after first being duly sworn, state that I am the President of New Florence Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

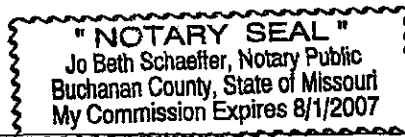
Bob Williams
Bob Williams

STATE OF Missouri)
COUNTY OF Buchanan) ss

Subscribed and sworn before me on this 29 day of Sept, 2005.

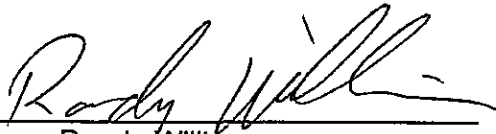
Jo Beth Schaeffer
Notary Public

My Commission expires: _____



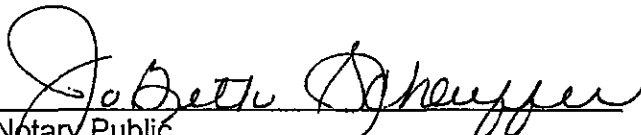
VERIFICATION

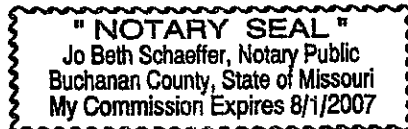
I, Randy Williams, after first being duly sworn, state that I am the Vice President of Oregon Farmers Mutual Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


Randy Williams

STATE OF MO.)
COUNTY OF Buchanan) ss

Subscribed and sworn before me on this 22 day of Sept, 2005.

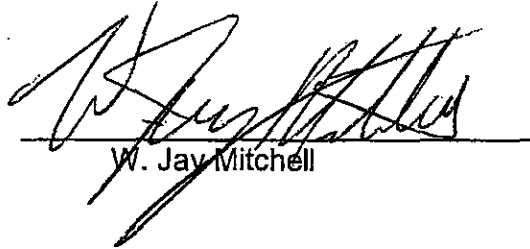

Notary Public



My Commission expires: _____

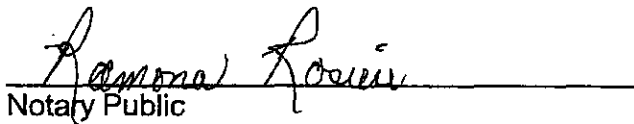
VERIFICATION

I, W. Jay Mitchell, after first being duly sworn, state that I am the Vice President of Ozark Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


W. Jay Mitchell

STATE OF Missouri)
COUNTY OF Newton) ss
)

Subscribed and sworn before me on this 26th day of September, 2005.


Notary Public

RAMONA ROSIERE
Notary Public - State of Missouri
County of Newton
My Commission Expires Feb. 10, 2008

My Commission expires: _____

VERIFICATION

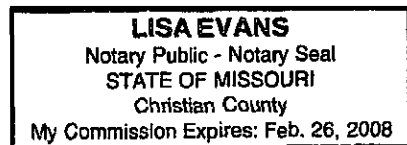
I, Maurice Bosserman, after first being duly sworn, state that I am the President of Peace Valley Telephone Company, Inc., that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Maurice Bosserman
Maurice Bosserman

STATE OF Missouri)
COUNTY OF Howell) ss

Subscribed and sworn before me on this 23 day of September, 2005.

Lisa Evans
Notary Public



My Commission expires: Feb 26, 2008

VERIFICATION

I, Rick Bradley, after first being duly sworn, state that I am the Controller of Rock Port Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing PETITION FOR ARBITRATION and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.

Rick Bradley
Rick Bradley

STATE OF MISSOURI

)
) ss
)

COUNTY OF ATCHISON

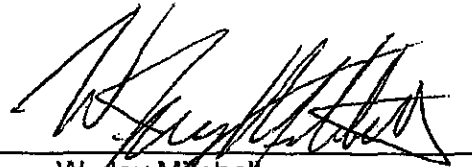
Subscribed and sworn before me on this 30th day of September, 2005.

Ruth Fox
Notary Public, Ruth Fox

My Commission expires: August 6, 2008.

VERIFICATION

I, W. Jay Mitchell, after first being duly sworn, state that I am the President of Seneca Telephone Company, that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.



W. Jay Mitchell

STATE OF Missouri)
COUNTY OF Newton) ss
)

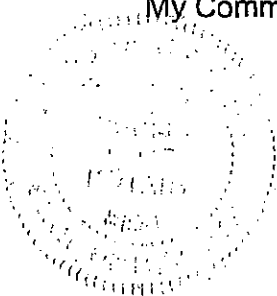
Subscribed and sworn before me on this 26th day of September, 2005.



Notary Public

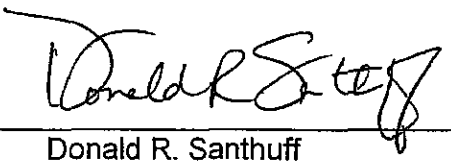
RAMONA ROSIERE
Notary Public - State of Missouri
County of Newton

My Commission expires: _____
My Commission expires Feb. 10, 2013



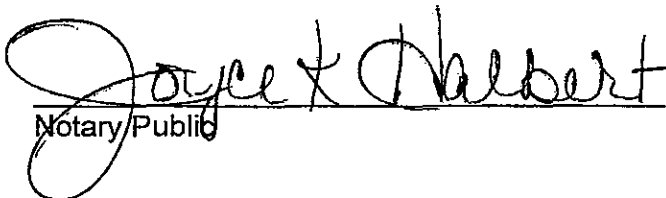
VERIFICATION

I, Donald R. Santhuff, after first being duly sworn, state that I am the General Manager of Steelville Telephone Exchange, Inc., that I am authorized to make this Verification on its behalf, and hereby verify and affirm that I have read the foregoing *PETITION FOR ARBITRATION* and that the statements contained herein are true and correct to the best of my knowledge, information, and belief.


Donald R. Santhuff

STATE OF MISSOURI)
) ss
COUNTY OF CRAWFORD)

Subscribed and sworn before me on this 21ST day of SEPTEMBER, 2005.


Notary Public

My Commission expires: 10-20-2005